### SUMTER COUNTY BOARD OF COMMISSIONERS EXECUTIVE SUMMARY

SUBJECT:	Professional Planning Consulting	ining Consulting Services with Green Consulting Group, Inc. Waive			
	Competitive Bidding Process (Staff recommends approval).				
REQUESTED	ACTION: Waive Competitive Bidding Process and Approve Proposal for				
	Professional Planning Consulting Services with Green Consulting				
	Group, Inc.	8	8		
	Work Session (Report Only)	DATE OF MEETING:	11/24/2009		
	Regular Meeting	Special Meeting			
CONTRACT:	□ N/A	Vendor/Entity:	Green Consulting		
			Group, Inc.		
	Effective Date: <u>11/24/2009</u>	Termination Date:	9/30/2010		
	Managing Division / Dept:	Planning			
	4 C/T				
BUDGET IMP					
⊠ Annual	<b>FUNDING SOURCE:</b>	General Fund - Plan	General Fund - Planning Administration		
Capital	<b>EXPENDITURE ACCOUNT:</b> 001-140-515-3100				
N/A					

#### **HISTORY/FACTS/ISSUES:**

The Planning Department's FY 2009/10 budget includes an allocation of \$24,000 for the use of professional planning consulting services. The purpose of the professional planning consulting services is primarily to provide assistance to the Planning Department in response to the recent consolidation of planning services with the cities of Center Hill and Webster and the significant work effort required in FY 2009/10 for the update of the County's Comprehensive Plan. In addition, the consultant will assist on an as-needed basis for the zoning case reviews. It is anticipated that approximately 20 hours of service will be used each month.

A critical need for these services is the ability to immediately support the consolidated planning functions for the cities of Webster and Center Hill. In addition, Brad Cornelius, Planning Manager, is the single staff person with the required knowledge of State planning laws to complete the County's update to the Comprehensive Plan. Consequently, contracting with a professional planning consultant would assure continuity of the process of updating the Comprehensive Plan if something were to occur to Mr. Cornelius that would prevent him from completing the update.

Section 902 of the County's Purchasing Policies and Procedures provides for the County Administrator to waive services from the competitive bidding process. Because of the critical immediate need for these services, staff requests the requirement for competitive bidding be waived.

Given these critical needs and pursuant to Section 902 of the County's Purchasing Policies and Procedures to waive the competitive bidding process, Green Consulting Group, Inc. is recommended to provide these services for the following reasons:.

1. Green Consulting Group, Inc. served as the planning consulting firm for the City of Center Hill prior to the consolidation. Green Consulting Group, Inc. knows the City's zoning regulations and comprehensive plan without the need for any training period. Staff confirmed through Diane Lamb, City of Center Hill City Clerk, the City was satisfied with the professional planning consulting services provided by Green Consulting Group, Inc.

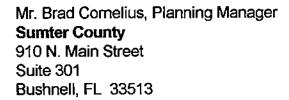
- 2. Green Consulting Group, Inc. prepared the Public School Facilities Element in 2008 for the County and all five of the cities. Consequently, Green Consulting Group, Inc. has knowledge of planning and development issues within the county and all five cities.
- 3. Green Consulting Group, Inc. was previously contracted with the County to provide professional planning consulting services. Consequently, Green Consulting Group, Inc. is already familiar with the County's zoning regulations and comprehensive plan.
- 4. Green Consulting Group, Inc. will be providing only professional planning consulting services. Professional planning consulting services are not covered under Section 287.55, Florida Statutes ("Consultants' Competitive Negotiation Act").
- 5. Because Green Consulting Group, Inc. has the past experience of working with the County and the five cities, specifically City of Center Hill, Green Consulting Group, Inc. will be able to immediately provide the needed professional planning consulting services.

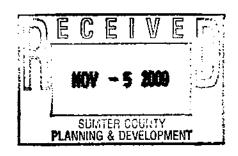
The period for the professional planning services will run through September 30, 2010. The fees are based on the rate schedule included with the attached proposal provided by Green Consulting Services, Inc. The effort will be invoiced on a time and material basis with a cap of \$24,000 in fees.

In summary, staff requests the Board to waive the competitive bidding process, pursuant to Section 902 of the County's Purchasing Policies and Procedures, for the professional planning consulting services and approve the agreement with Green Consulting Group, Inc. to provide these services.



November 2, 2009





SUBJECT: PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES (#2009P1280)

#### Dear Brad:

Green Consulting Group (GCG) appreciates the opportunity to provide professional planning services to support the Sumter County Planning Department, including but not limited to review and preparation of staff reports for site plans, rezonings, and small scale comprehensive plan amendments. We will provide these services on an hourly basis per the attached Terms of Agreement and Rate Schedule.

Upon approval of this contract, please provide our office with an executed copy of the "Terms of Agreement" for our files.

Invoices for services will be rendered monthly and are payable upon receipt. Non-Labor items / Reimbursables are outside of the scope of the contract and will be billed as a separate line item per the attached rate schedule.

On behalf of GCG, I would like to thank you for the opportunity to provide you with consulting services. Should you have any questions regarding this proposal, or if we may be of further assistance, please do not hesitate to contact me.

Sincerely,

Timothy W. Green, ASLA, AICP, LEED AP

President

2009P1280

# WORKSCOPE & ESTIMATED FEES Sumter County Board of County Commissioners November 2, 2009

#### PART I: PLANNING ASSISTANCE

Green Consulting Group, Inc. (GCG) shall provide professional planning services to support the Sumter County Planning Department, including but not limited to review and preparation of staff reports for site plans, rezonings, and small scale comprehensive plan amendments.

These services will be provided on an hourly basis per the attached rate schedule.

#### PART II: REQUESTED MEETINGS

It is assumed that no meetings are required. However, meetings requested by CLIENT, CLIENT's legal counsel, CLIENT's surveyor, or by regulatory agencies will be considered outside the above workscope and will be invoiced on a time-and-material (t/m) basis per the attached rate schedule. GCG considers verbal requests to attend meetings as authorization and subsequently the CLIENT will be invoiced for such meetings.

2009P1280



# TERMS OF AGREEMENT Sumter County Board of County Commissioners November 2, 2009

- Green Consulting Group, Inc. (GCG) will conduct for CLIENT the services described in attached Workscope & Estimated Fees.
- GCG cannot guarantee the acquisition of all permits / approvals. However, we will strive toward this end. CLIENT is responsible for payment of all consulting fees due GCG regardless of agency / governmental actions.
- Part I will be billed on a time and material (t/m) basis per the attached rate schedule.
   If required, Part II Requested Meetings, will be billed on an hourly basis per the attached rate schedule.
- Invoices will be rendered monthly.
- 5. Non labor items (Reimbursables) will be invoiced on an at-cost basis per the attached rate schedules and will be included as a separate line item on the invoices.
- 6. Payments for invoices will be due upon receipt. Interest will be accrued at the rate of 1.5% per month on all unpaid balances.
- 7. In the event GCG is required to utilize its attorney in collection of fees for services rendered, CLIENT agrees to bear the costs of collection, including attorneys fees.
- 8. The prices and rate schedules outlined in this contract are valid for a period of ninety (90) days after which time GCG may renegotiate the fees.
- 9. This agreement is in effect until September 30, 2010 and may be terminated by either party with thirty (30) days written notice. In the event of termination, GCG shall be compensated to the date of termination.

ACCEPTED BY GCG:		ACCEPTED BY CLIENT:	
NAME: _	Jet -	NAME:	
	Timothy W. Green, ASLA, AICP, LI	EED AP	
TITLE: _	President	TITLE:	
DATE: _	November 2, 2009	DATE:	

2009P1280



### Sumter County Board of County Commissioners November 2, 2009

#### RATE SCHEDULE April, 2007

Labor Category	Rate
Principal / ASLA / AICP / LEED AP	\$125.00 / Hour
Landscape Architect (ASLA)	\$100.00 / Hour
Planner (AICP)	\$100.00 / Hour
Director of Operations	\$100.00 / Hour
Planner	\$90.00 / Hour
Landscape / Irrigation Designer	\$80.00 / Hour
GIS / Mapping Specialist	\$70.00 / Hour
CADD Tech	\$55.00 / Hour
Administrative Assistant	\$40.00 / Hour
Non-Labor Items / Reimbursables	
Plots (24" x 36")	\$5.00
Bond Prints – Black & White	\$2.00
(24" x 36")	
8 1/2" x 11" Color Prints	\$2.00
11" x 17" Color Prints	\$5.00
24" x 36" Color Plots	\$25.00
36" x 48" Color Plots	\$35.00
Other Reimbursables	
(Binders, Tabs, 8 ½ x 11 copies, Fed Ex charges, etc.)	At Cost